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# AGREEMENT

*between*

THE SOUTH KORTRIGHT CENTRAL SCHOOL DISTRICT

*and*

THE SOUTH KORTRIGHT EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

JULY 1, 2013 – JUNE 30, 2016

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## **PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employees' Fair Employment Act), to encourage and increase effective and harmonious working relationships between the SOUTH KORTRIGHT CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter referred to as the "Board") and non-teaching employees represented by the SOUTH KORTRIGHT EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (hereinafter referred to as the "Association"), so that the cause of public education may best be served in South Kortright.

**THIS AGREEMENT SHALL BECOME EFFECTIVE – July 1, 2013**

## **ARTICLE I – RECOGNITION**

- A. The South Kortright Central School District Board of Education, having determined the South Kortright Educational Support Personnel Association is supported by the majority of the support personnel except the Assistant Superintendent, or Principal the District Treasurer, the Superintendent's Confidential Secretary, the Assistant Superintendent's or Principal's Confidential Secretary, the District Account Clerk and the Transportation Supervisor, hereby recognizes the Association as the exclusive negotiations agent for the personnel in this unit.

Such recognition shall be for the maximum period allowable under Section 208C of the Public Employees' Fair Employment Act. Furthermore, such recognition shall be continuous unless challenged by a *bona fide* employee organization showing membership and support of thirty percent (30%) of the employees in such negotiating unit within thirty (30) days before the expiration of the period of unchallenged representation status accorded pursuant to Section 208C of the Public Employees' Fair Employment Act.

- B. The Association recognizes the right of the Board, subject to State and Federal Law, rules and regulations and the provisions of this Agreement to control, supervise and manage the School District and its staff; to determine the standards of service, the standards of selection for employment and the method and means with which its operations are to be conducted; or within the framework of its authority in taking of disciplinary action, in releasing employees from duty for lack of work or for any legitimate reason and in taking all actions necessary to maintain operations in emergencies, subject however, to such process or Law or of this Agreement as may be applicable.

## **ARTICLE II – NEGOTIATIONS**

- A. It is contemplated that terms and conditions of employment in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to

the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside of the School District. While no final Agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and reach compromise in the course of negotiations.
- C. Before the Board knowingly adopts a change in policy not covered by this Agreement, but which affects the terms or conditions of employment of members of the bargaining unit, the Board will notify the Association, in writing, that it is considering such a change.
- D. In matters not covered by this Agreement, the School District will not adopt or change any policy which affects wages, hours or other terms and/or conditions of employment of any of the employees of the unit represented by the Association unless it shall first notify in writing the Association of the proposed change. The Association shall then have the right to negotiate such items with the school District by indicating a desire to do so within ten (10) school days of the date of receipt of notice of said proposed change.
- E. It is agreed by and between the parties that any provision of this Agreement, requiring legislative action to permit its implementation by Amendment of Law or by providing the additional funding therefore, shall not become effective until the appropriate legislative body has given approval.

### **ARTICLE III – MISCELLANEOUS PROVISIONS**

- A. The provisions of the Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- B. Any individual arrangement, agreement or contract between the Board and an individual in the bargaining unit, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement or contract thereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreement to be executed by the parties. If an individual arrangement, agreement or contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. If any provision of this Agreement or any application of the Agreement to any member of the bargaining unit shall be found contrary to Law, then such provision or application

shall be deemed invalid except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

- D. The Association will be provided with ten (10) copies of the Board Personnel Policies and Rules and Regulations and ten (10) copies of any changes in or amendments thereto and one (1) copy of the Board of Education minutes within five (5) school days after their adoption or approval.
- E. The District will supply the Association with a copy of the existing job descriptions in each area, and also will supply new ones when and if they are developed and approved for use.

#### **ARTICLE IV – PAYROLL DEDUCTIONS**

##### **A. Dues**

- 1. The Board shall provide through its payroll facilities a means of deducting the dues of the Association where requested by the individual employee.
- 2. The Board agrees to transmit a check for the total sum deducted to the Association within a period of twenty (20) days following such deduction.
- 3. Dues deductions shall be made in equal installments over the last twenty (20) pay periods.
- 4. The employee's authorization for dues deductions will be in writing. The form of authorization to be used is annexed hereto as Appendix A.

##### **B. Credit Union**

The Board upon receipt of appropriate written authorization shall provide through its payroll facilities the means for the deduction of regular or bi-weekly payments to the Chen-Del-O Federal Credit Union located in Franklin, New York, 13775.

##### **C. Annuities**

The Board will provide through its payroll facilities the means for the deduction of premium payments for tax-sheltered annuities where requested by the individual.

The maximum number of companies to which annuities will be paid is eight (8). Anyone hired with five (5) or more years invested in a company will be given the option of continuing with his/her present company or rolling over into an existing company approved by the District.

D. Agency Fee

Unit members who are not Association members shall pay the Agency Fee for so long as they are employed by the District or until such time as they join the Association. Once a unit member joins the Association, he/she shall pay the appropriate Fee for the remainder of his/her employment in the School District. This provision for Agency Fee deductions shall continue in effect for so long as such deductions are authorized by State Law.

## ARTICLE V – SALARIES

### PART 1 – GENERAL INFORMATION

A. Salaries for current teacher aides, licensed teaching assistants, school nurse, custodians, cooks, secretaries, stenographers, guidance secretary/administrative aide and assistant building maintenance mechanic will be adjusted as follows:

- Effective July 1, 2013 base salaries will be increased by 3%\*
- Effective July 1, 2014 base salaries will be increased by 3%
- Effective July 1, 2015 base salaries will be increased by 2.5%

\* As an exception to the above, the salary of the school nurse will be increased by \$1.35 per hour in year one. Additionally, the salary of licensed teaching assistants and teacher aides will be increased by \$1.00 per hour in year two. In all other respects the increases remain the same for these titles.

B. Salaries for the current cook manager and head custodian will be adjusted as follows:

- Effective July 1, 2013 base salaries will be increased by 3%
- Effective July 1, 2014 base salaries will be increased by 3%
- Effective July 1, 2015 base salaries will be increased by 2.5%

C. Salaries for the current head mechanic/driver will be adjusted as follows:

- Effective July 1, 2013 base salaries will be increased by 3%
- Effective July 1, 2014 base salaries will be increased by 3%
- Effective July 1, 2015 base salaries will be increased by 2.5%

D. The salary of the current bus mechanic/driver/cleaner will be adjusted as follows:

- Effective July 1, 2013 base salaries will be increased by 3%
- Effective July 1, 2014 base salaries will be increased by 3%
- Effective July 1, 2015 base salaries will be increased by 2.5%

E. Custodians working evening shifts or split shifts shall receive an additional:

- Effective July 1, 2013 base salaries will be increased by 3%
- Effective July 1, 2014 base salaries will be increased by 3%
- Effective July 1, 2015 base salaries will be increased by 2.5%

F. 1. Bus drivers will be compensated for their regular runs as follows:  
Salaries in this section, together with other hourly salaries, will be increased by:

- Effective July 1, 2013 base salaries will be increased by 3%
- Effective July 1, 2014 base salaries will be increased by 3%
- Effective July 1, 2015 base salaries will be increased by 2.5%

2. The probationary period for a bus driver shall be six (6) months during which time the hourly rate for driving shall be equal to the regular driver's rate minus two dollars (\$2) per hour. This probationary rate shall apply to all regular and extra run driving time compensation. After six (6) months of service the driver shall get the regular rate for all driving time. Regular substitute service with the District for six (6) months or longer shall serve as experience to entitle drivers to the regular pay rate. However, this will not eliminate the requirement for a probationary appointment to the driver position.

3. The schedule of bus runs with the number of daily hours and annual hours for which the driver is to be paid, shall be updated prior to the beginning of the school year so as to provide payment for the number of driving hours included between the times the driver is required to report to the garage in the morning and afternoon, and when his/her run is finished upon returning to the garage at the end of the run. In addition fifteen (15) minutes per run (one-half [.5] hour per day) will be added to provide a safety margin for days when highways are slippery, etc. and/or fueling, cleaning, putting on or taking off chains. After the second full week of school, hours paid for will be subject to change only as they are affected by changes in routing buses, or when time increases substantially.

4. Bus drivers shall be paid the regular hourly rate for work beyond the regularly scheduled daily run to a maximum of forty (40) hours per week. For more than forty (40) hours per week, bus drivers will be paid one and one-half (1.5) times the regular hourly rate. No bus driver will be scheduled to work more than forty (40) hours per week unless prior approval is given by the Superintendent or his/her designee.

5. Substitute drivers will be paid at the same rate as regular drivers, pro-rated to an amount per run.



- G. Bus drivers will be paid for athletic runs, late runs and special trips as follows:  
Salaries in this section, together with other hourly salaries, will be increased by:

- Effective February 28, 2014 base salaries will be increased by 3%
- Effective July 1, 2014 base salaries will be increased by 3%
- Effective July 1, 2015 base salaries will be increased by 2.5%

The per hour rate will be paid for actual driving time (with the exception of probationary drivers as specified in Section G.2.). Down time shall be paid at the rate of:

- Nine dollars and twenty-five cents (\$9.25) in the 2012-2013 school year.
- Nine dollars and fifty-three cents (\$9.53) in the 2013-2014 school year effective 2/28/14.
- Nine dollars and eighty-two cents (\$9.82) in the 2014-2015 school year.
- Ten dollars and seven cents (\$10.07) in the 2015-2016 school year.

However, trips will be paid at a minimum amount as follows:

<u>Distance</u>	<u>2012-2013</u>	<u>2013-2014*</u>	<u>2014-2015</u>	<u>2015-2016</u>
Under 20 miles	\$59.00	\$60.77	\$62.59	\$64.16
20 to 30 miles	\$64.00	\$65.92	\$67.90	\$69.60
30 to 40 miles	\$69.00	\$71.07	\$73.20	\$75.03

\*Effective 2/28/14

- H. Based on the concept of least cost, a driver will remain ("lay over") at an event, or return to the garage (or other assigned location) prior to a return trip. The "least cost" is defined as the cost of the driver plus the bus operation for returning to the garage (or other assigned location) prior to the return trip as compared to a "lay over" whichever is lesser.
- I. Bus drivers will be compensated for the BOCES runs as follows:

Salaries in this section, together with other hourly salaries, will be increased by:

- For 2012-2013, salaries will be increased by sixty-three cents (\$0.63) per hour.
- For 2013-2014, salaries will be increased by sixty-five cents (\$0.65) per hour.
- For 2014-2015, salaries will be increased by sixty-seven cents (\$0.67) per hour.
- For 2015-2016, salaries will be increased by sixty-nine cents (\$0.69) per hour.

J. Longevity

Longevity stipends for years of service to the District will be paid as follows:

<u>Years of Service</u>	<u>Stipend</u>
Effective July 1, 2013	
15 through 19 – Full-time .....	\$335
15 through 19 – Part-time .....	\$168
20 and over – Full-time.....	\$660
20 and over – Part-time.....	\$330
Effective July 1, 2015	
15 through 19 – Full-time .....	\$385
15 through 19 – Part-time .....	\$193
20 and over – Full-time.....	\$735
20 and over – Part-time.....	\$368

K. Employees hired after June 30, 1994, but during the life of this Agreement will, in the first year of their employment, be placed in the salary system using salary schedules shown for each job classification in accordance with Part 3.

L. All members of the bargaining unit, except bus drivers, who participate in the District's Health Insurance Plan will have their base pay hourly rate increased during the 2006-2007 school year to reimburse them for their contribution towards the cost of their individual health insurance premium. Bus drivers who participate in the District's health insurance plan will have \$302 added to their annual pay during the 2009-10 school year.

## PART 2 – SPECIFIC CONDITIONS OF EMPLOYMENT

A. Head Custodians, Custodians, and Assistant Building Maintenance Mechanic

1. The head custodian, other custodians and the assistant building maintenance mechanic are employed for twelve (12) months. The regular workweek for the head custodian is forty-five (45) hours during school months (September 1 to June 30) and forty (40) hours during the summer months (July 1 to August 31). The regular workweek for all other custodians is forty (40) hours. All approved time worked beyond forty (40) hours each week shall be compensated at one and one-half (1.5) times the regular hourly rate in accordance with the Fair Labor Standards Act, except as specified otherwise in this Agreement.

2. Custodians and assistant building maintenance mechanic(s) are expected to schedule vacation in accordance with Article XII of this Agreement, subject to the approval of the Superintendent.
3. a. The Board will attempt to keep extra outside activities (Saturday and Sunday) at school when a custodian and/or assistant building maintenance mechanic has to work, such as dances and suppers, to a minimum. Work for all such activities will be assigned on a rotating basis and the extra outside activities will be designated by the same Control Committee referred to in Section C.9. and Section C.10. of this Agreement.

No custodian will be required to work an extra duty during a weekend extended by a holiday. In the event that an extra duty is scheduled for a weekend extended by a holiday and no custodian volunteers to perform all or part of the extra duty, the District will pay other employees of the School District to perform all or part of the extra duty under the terms of the Agreement between the South Kortright Teachers' Association and the South Kortright Central School District.

The Custodial Holiday Shift shall reflect assignments that are to be rotated during the holidays.

- b. Overtime will be paid to all custodial staff and/or assistant building maintenance mechanic(s) in accordance with the following provisions:
  - (i) Any time on Saturdays will be paid at one and one-half (1.5) times the regular rate.
  - (ii) Any time on Sundays will be paid at two (2) times the regular rate.
  - (iii) Any time on paid school holidays will be paid at one and one-half (1.5) times the regular rate.
  - (iv) Any time in excess of forty (40) hours actually worked per week, except as specified in (i), (ii) and (iii) above, shall be paid at one and one-half (1.5) times the regular rate. A paid school holiday shall be considered time worked when computing overtime.
4. Custodians and assistant building maintenance mechanic(s) shall receive an annual uniform allowance of one hundred and twenty-five dollars (\$125). The allowance may be used for work shoes, boots, sneakers, gloves, hat, jacket, shirt (light blue) or pants (dark). The allowance may be used in parts or whole throughout the year. All purchases must be approved by the head custodian.

B. Secretarial Workers and Guidance Secretary/Administrative Aide

1. The guidance secretary/administrative aide in the Guidance Office is employed for ten (10) months. The regular work week for the guidance secretary/administrative aide is forty (40) hours. The guidance secretary/administrative aide will be paid at the regular hourly rate for hours worked per week up to forty (40) hours and one and one-half (1.5) the regular rate for hours worked beyond forty (40) hours, in accordance with the Fair Labor Standards Act.
2. Paid vacations are given to the guidance secretary/administrative aide during the ten (10) months of employment. These vacations consist of the regular school vacations when school is not in session.
3. The guidance secretary/administrative aide may need to work on days when school is not in session and other ten (10) month employees are not required to work. Whenever the guidance secretary/administrative aide works when school is not in session and other ten (10) month employees are not required to work, the guidance secretary/administrative aide will be paid according to Section B.1.

C. Cafeteria Workers

1. Effective July 1, 2014 the cook manager shall become a ten (10) month employee. The cook manager shall have first rights to work summer hours. All other cafeteria workers are employed for ten (10) months during the year when school is in session. The standard workweek for the cook manager is forty (40) hours per week. The standard workweek for all other cafeteria workers is thirty-five (35) hours per week.
2. Hours worked in the normal workweek but under forty (40) hours will be compensated for at the regular hourly rate. Hours worked over forty (40) hours per week will be computed at one and one-half (1.5) times the regular hourly rate, in accordance with the Fair Labor Standards Act. Regardless of hours worked, unit members who work at banquets, dinners and other extra activities outside of regular school hours will be compensated at one and one-half (1.5) times the regular hourly rate, except for Sunday which shall be two (2) times the regular hourly rate.
3. Paid vacations are given to cafeteria workers during their ten (10) months of employment. These vacations consist of the regular school vacation when school is not in session.
4. Part-time cafeteria workers will be paid for hours worked only.
5. Cafeteria workers are entitled to one (1) free lunch per workday for their own use only when the cafeteria is in operation.

6. In the event all clean-up work is not completed by the end of the employee's shift, the cafeteria manager may designate an individual or individuals to extend his/her work shift up to one (1) hour in order to finish the work. Such individuals will be paid their normal hourly wage.
7. Banquets and dinners will be assigned to unit members on a rotating basis, as unit members are available.
8. A Control Committee will be established to determine the dates and numbers of the banquets and dinners, and the number of cafeteria workers required for each dinner and shall oversee all dinners.
9. The Control Committee shall consist of:
  - a. Superintendent
  - b. Cafeteria Manager
  - c. Head Custodian
  - d. Student Activity Coordinator
10. The District shall provide uniforms to the cafeteria workers, up to a maximum total cost of one hundred twenty-five dollars (\$125) per unit member per year. Uniforms shall be chosen by the cafeteria manager. The manager's uniform shall be different than those of cafeteria workers.

D. Teaching Assistants, Teacher Aides, Media Aides and School Nurse

1. All teaching assistants, teacher aides, media aides and school nurse are employed for ten (10) months during the school year when school is in session. The standard workweek for this group of employees is thirty-five (35) hours per week.
2. Hours worked in the normal workweek but under forty (40) hours will be compensated at the regular hourly rate. Hours worked over forty (40) hours per week will be compensated at one and one-half (1.5) times the regular hourly rate in accordance with the Fair Labor Standards Act.
3. Paid vacations are given to teaching assistants, teacher aides, media aides and school nurse during their ten (10) months of employment. These vacations consist of the regular school vacations when school is not in session.
4. These unit members shall receive a planning period or unassigned duty period, plus one (1) full lunch period per day. However, effective, July 1, 2014 LTAs, Aides and the School Nurse shall receive one (1) full lunch period per day as well as a duty free break during the time period of 7:45am to 8:05am. Should any of these individuals be assigned a morning duty that conflicts with this break, they will have a twenty-minute (20) break assigned elsewhere in their schedule.

5. Some teaching assistants are partly employed by the use of Chapter 1, E.S.E.A. Funds that are available to our School District through Federal funding. If these monies should be decreased and no longer available to our School District for these purposes, it is probable that some or all of these positions will be discontinued.
6. The District will make every reasonable effort to assign study halls equitably.
7. Licensed teaching assistants shall be reimbursed the cost of their temporary and permanent LTA Certificate fees.
8. Licensed Teaching Assistants, Teacher Aides, Media Aides and School Nurse. Licensed Teaching Assistants who substitute for a Teacher for a day will, effective July 1, 2013 be paid \$15 above the Licensed Teaching Assistant's salary for one-half (1/2) day of work and \$25 above the Licensed Teaching Assistant's and the Teachers Aide's salary for a full-day of work. When this occurs, every effort will be made to find a substitute for the Licensed Teaching Assistant.
9. A Committee consisting of the Superintendent and two (2) licensed teaching assistant unit members chosen by the Association shall be established to develop job descriptions for the licensed teaching assistants.
10. Beginning in the 2001-2002 school year and thereafter, licensed teaching assistants, upon receiving tenure, will have one thousand dollars (\$1,000) added to their base salary. Licensed teaching assistants, who received tenure prior to the 2001-2002 school year, will have one thousand dollars (\$1,000) added to their base pay beginning in the 2001-2002 school year.
11. Beginning in the 2006-2007 school year, licensed teaching assistants who receive a Level 2 Certification or who could qualify for a Level 2 Certification if they were not grandfathered under their current certification, will receive an additional stipend of one thousand dollars (\$1,000) per year. To receive this stipend, the licensed teaching assistant must have college transcripts on file in the Business Office that demonstrates they have met the educational requirements of a Level 2 Certification.
12. Beginning in the 2007-2008 school year, licensed teaching assistants who receive a Level 3 Certification, or who could qualify for a Level 3 Certification if they were not grandfathered under their current certification, will receive an additional stipend of two thousand dollars (\$2,000) per year. To receive this stipend, the licensed teaching assistant must have college transcripts on file in the Business Office that demonstrates they have met the educational requirements of a Level 3 Certification. Grandfathered employees who receive this stipend must meet the professional development requirements of a Level 3 Certification to continue receiving this stipend.

E. Bus Drivers and Head Mechanic/Driver and Bus Mechanic/Driver/Cleaner

1. The head mechanic/driver will be employed for twelve (12) months per year. The regular workweek for the head mechanic/driver is forty-five (45) hours during the school months (September 1 to June 30) and forty (40) hours per week during the summer months (July 1 to August 31).

Overtime will be paid in accordance with the following provisions:

- a. Any time on Saturdays will be paid at one and one-half (1.5) times the regular rate.
- b. Any time on Sundays will be paid at two (2) times the regular rate.
- c. Any time on paid school holidays will be paid at one and one-half (1.5) times the regular rate.
- d. Any time in excess of forty (40) hours actually worked per week, except as specified in Sections a., b., and c. above, shall be paid at one and one-half (1.5) times the regular rate. A paid school holiday shall be considered time worked when computing overtime.

Any overtime must have prior approval by the Superintendent or his/her designee, except in cases of emergencies.

2. The bus mechanic/driver/cleaner will be employed for twelve (12) months per year. The regular workweek is forty (40) hours per week from 7:00 a.m. to 4:00 p.m., Monday through Friday.

Overtime will be paid in accordance with the following provisions:

- a. Any time on Saturdays will be paid at one and one-half (1.5) times the regular rate.
- b. Any time on Sundays will be paid at two (2) times the regular rate.
- c. Any time on paid school holidays will be paid at one and one-half (1.5) times the regular rate.
- d. Any time in excess of forty (40) hours actually worked per week, except as specified in Sections a., b., and c. above, shall be paid at one and one-half (1.5) times the regular rate. A paid school holiday shall be considered time worked when computing overtime.

Any overtime must have prior approval by the Superintendent or his/her designee, except in cases of emergencies.

3. The head mechanic/driver and bus mechanic/driver/cleaner may take vacation at any time during the year. Except in cases where extenuating circumstances exist, employees may not take three or more consecutive vacation days off when school is in session.
4. Working hours for the head mechanic/driver, except as altered by the Superintendent, are as follows: Start at 6:00 a.m., Finish at 4:00 p.m., one (1) hour lunch.
5. The regular workday for the head mechanic/driver and the bus mechanic/driver/cleaner, when school is not in session, will be eight (8) hours.
6. In snowy and/or other inclement weather, bus drivers are expected to arrive at the garage early enough to install chains on their busses and perform other necessary jobs to prepare their vehicles to insure maximum safety for all concerned. Bus drivers are expected to clean and rinse their buses daily at the end of their run.
7. Extra trips, such as field trips, athletic trips, etc., will be offered to regular drivers first, on a seniority basis. These trips will be assigned on a rotating basis, using the assignment wheel. The wheel will be set up by placing the names of the regular drivers on it by seniority. All trips will be posted one (1) week in advance, if possible. If short notice makes a one (1) week posting impossible, the earliest possible notice will be given. Sign-up for each trip will be held up to twenty-four (24) hours in advance of the trip. After the sign-up period has expired, and if the trip is unassigned, the head mechanic will have twenty-four (24) hours in which he/she may assign any driver or substitute driver to the trip. It is each driver's responsibility to review the bulletin board daily for trip sign-up. The trip will go to each driver in rotation, with the driver listed after the last assigned driver being first eligible for the next available trip.
8. Late runs will be assigned for a one (1) month period. Sign-up will be one (1) week in advance for the late runs. Assignments will be made from among those drivers in these runs, utilizing a rotation wheel as described in the previous paragraph on special trips. The rotation wheel for late runs will operate separately from the wheel for special trips. A driver committed to the late runs for that month will not apply for special trips whose times conflict with the late runs.
9. If a driver elects to take a special trip, making it impossible for his/her to cover a regularly scheduled run in the morning and/or the afternoon, the special trip will be paid for as usual, except that the cost of the substitute to cover his/her regular run will be deducted.

Any bus driver who elects to take a special trip, making it impossible for him/her to cover a regularly scheduled morning and/or afternoon run, will not receive less remuneration for the special trip than he/she would receive for the regularly scheduled run.



10. Bus drivers are responsible for verifying seniority and rotation.
11. The District will not be held accountable for scheduling errors or route assignment errors after the trip has been completed.
12. Whenever possible, bus driver refresher courses will be offered at the School District. In the event a course is not offered and a bus driver must take a mandated course elsewhere, the driver shall be paid ten dollars (\$10) for each course. Compensation shall be paid only if the District does not offer the course at the District.

#### F. DRESS AND GROOMING

All employees will be expected to dress in professional appropriate ways and to observe proper standards of good grooming.

### PART 3 – ENTRY LEVEL SALARY SCHEDULES

Entry level salary schedules for the three (3) years of this Agreement are as follows:

Although entry level salary generally will be based on an employee's experience as credited from previous employment, entry level salary shall be the exclusive prerogative of the Board of Education, normally based upon the recommendation of the Superintendent.

However, no new employee shall receive a higher rate than a current employee with the same or greater experience, and at the same job title. No one shall be hired at less than the minimum starting salary listed below.

<b>Hourly Rates – Entry Level 1</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2015-16</b>
Bus Driver	Determined under Article V – Part I			
Bus Mechanic/Driver/Cleaner	\$13.72	\$14.13	\$14.56	\$14.92
Cook Manager	\$13.72	\$14.13	\$14.56	\$14.92
Custodian	\$9.61	\$9.90	\$10.20	\$10.45
Assistant Building Maintenance Mechanic	\$11.54	\$11.89	\$12.24	\$12.55
Food Service Helper	\$9.61	\$9.90	\$10.20	\$10.45
Head Custodian	\$13.72	\$14.13	\$14.56	\$14.92
Head Mechanic/driver	\$16.85	\$17.36	\$17.88	\$18.32
Licensed Teaching Assistant	\$10.60	\$11.60	\$11.95	\$12.25
School Nurse	\$14.24	\$15.59	\$16.06	\$16.46
Guidance Secretary/Administrative Aide	\$11.54	\$11.89	\$12.24	\$12.55
Stenographer	\$11.54	\$11.89	\$12.24	\$12.55
Teacher Aide	\$9.61	\$10.61	\$10.93	\$11.20

#### PART 4 – RETIREMENT INCENTIVE

A retirement incentive shall be available to support personnel who have at least ten (10) years of full-time service to the District subject to the following conditions:

- A. Beginning in the 2010-2011 school year a retirement incentive will be made available to members who have at least ten (10) years of full time service to the District and who are eligible to retire under New York State Teachers' Retirement System (NYSTRS) or New York State Employee Retirement System guidelines. To receive the full incentive the member must be age sixty-two (62) or older or have thirty (30) years in the New York State Teachers' Retirement System (NYSTRS) or New York State Employee Retirement System (NYSERS), and must retire within two (2) years after the time they reach one hundred (100) percent of their pension factor. After this two (2) year period, which will not begin before age fifty-five (55), the incentive will be reduced by twenty-five percent (25%) in the third (3<sup>rd</sup>) year, fifty percent (50%) in the fourth (4<sup>th</sup>) year, and seventy-five percent (75%) in the fifth (5<sup>th</sup>) year. After the fifth (5<sup>th</sup>) year, the incentive will no longer be available. For those members already at or beyond the incentive timeline, year one of this five year period will begin in the 2010-2011 school year.

A reduced retirement incentive will be made available to members who have at least ten (10) years of full-time service or the equivalent to the District and who are eligible to retire under New York State Teachers' Retirement System (NYSTRS) or New York State Employee Retirement System (NYSERS) guidelines. To receive a reduced benefit the member must be age fifty-five (55) or older and be eligible to retire under the New York State Teachers' Retirement System (NYSTRS) or New York State Employee Retirement System (NYSERS). The benefit would be reduced by three percent (3%) for every year or part thereof that the member is under one hundred percent (100%) of his or her pension factor.

Members will provide the District with a copy of their latest NYSTRS or NYSERS Benefit Profile at the time that they notify the District of their intent to retire. The incentive will be a cash payment of \$5,000.

- B. The employee must notify the Chief School Officer of his/her election to exercise the retirement option in writing. Such notification is irrevocable once tendered. The notice must be made at least sixty (60) days in advance of the date of retirement.

#### PART 5 – WORK SCHEDULE

A schedule of working hours will be prepared by the Superintendent for all employees in the bargaining unit. This schedule will be distributed to employees prior to July 1 of each year. Employees will be notified of changes to the work schedule two (2) weeks in advance, whenever possible.

## ARTICLE VI – HEALTH INSURANCE

### A. Health Insurance

Effective June 1, 2014 the School District will provide health insurance for all eligible bargaining unit members at an overall benefit plan at least equal to the Catskill Area School Employee Benefit Plan U:

All full-time employees –

#### 1. For individuals:

The District will contribute the following percentage of the cost of an individual health insurance premium:

2013-2014	ninety-two percent (92%)
2014-2015	ninety-one percent (91%)
2015-2016	ninety percent (90%)

#### 2. For dependents:

The District will contribute eighty-five percent (85%) of the cost of the health insurance premium.

#### 3. For the purpose of health insurance coverage, bus drivers with a regular run will be considered full-time employees. New drivers shall pay fifty percent (50%) of their health insurance cost until the end of their probationary period when they will receive the same percentage as other drivers.

Part-time employees who are hired before July 1, 1991 –

#### 1. The District will contribute the following percentage of the cost of an individual health insurance premium.

2013-2014	ninety-two percent (92%)
2014-2015	ninety-one percent (91%)
2015-2016	ninety percent (90%)

#### 2. For dependents:

The District will contribute eighty-five percent (85%) of the cost of the health insurance premium.

Part-time employees who are hired after July 1, 1991 –

1. For individuals:

The District will contribute fifty percent (50%) of the cost of the health insurance premium.

2. For dependents:

The District will contribute fifty percent (50%) of the cost of the health insurance premium.

B. Health Insurance Buy-Out

1. Employees declining health care coverage, who by written waiver show proof of other coverage, effective July 1, 2014, will receive the Health Insurance Buy-Out Benefit which will be as follows: Individual Premium - \$3,000; Family Premium - \$7,000; Supplemental Premium - \$4,500; and Reduction - \$4,000.

A waiver of health care coverage shall be filed in the employee's personnel file.

2. Employees who wish to change their status during the school year will be subject to the enrollment restrictions of the carrier and the payment will be prorated.
3. Any employee, currently under the South Kortright School District health insurance plan, that reduces their coverage, shall share equally the savings of the reduction with the District. The shared savings shall be paid to the employee yearly or until such a time as the employee changes back to the original coverage.
4. Any employee who takes this buy-out will be ineligible to change coverage until the following school year.
5. New employees are not eligible for the buy-out for one (1) year. All buy-outs must save money for the individual Association member and the District in order to occur.

C. Prescription Co-Pay Card

The prescription co-pay rates will be those offered in CASEBP Plan U.

D. Dental Insurance

1. The District will offer a District wide dental plan. The dental plan will permit the employee to enroll in an individual or a family plan coverage. For the purpose of this dental insurance coverage bus drivers with a regular run will be considered full-time.

2. During the 2009-2010 school year, the District will pay one hundred percent (100%), not to exceed one hundred and forty dollars (\$140) per year for full-time employees and part-time employees who are hired before July 1, 1991, fifty percent (50%), not to exceed seventy (\$70) per year, for part-time employees who are hired after July 1, 1991, of the District's dental plan for an individual, or the employee may select the District's family plan, and the District will contribute a maximum of one hundred and forty dollars (\$140) per year for full-time employees and part-time employees who are hired before July 1, 1991 and seventy dollars (\$70) per year for part-time employees who are hired after July 1, 1991, for the coverage of the individual employee and the employee's family. The employee's contribution to the family plan will be deducted from the employee's pay by the District.

Beginning in the 2010-2011 school year, the District will pay one hundred percent (100%), not to exceed three hundred sixty dollars (\$360) per year for full-time employees and part-time employees who are hired before July 1, 1991, fifty percent (50%), not to exceed one hundred and eighty dollars (\$180) per year, for part-time employees who are hired after July 1, 1991, of the District's dental plan for an individual, or the employee may select the District's family plan, and the District will contribute a maximum of three hundred sixty dollars (\$360) per year for full-time employees and part-time employees who are hired before July 1, 1991 and one hundred and eighty dollars (\$180) per year for part-time employees who are hired after July 1, 1991, for the coverage of the individual employee and the employee's family. The employee's contribution to the family plan will be deducted from the employee's pay by the District.

3. Increases in dental costs, in excess of the three hundred sixty dollars (\$360) per year and one hundred and eighty dollars (\$180) per year for the classes of employees indicated above, will be paid by the employee.
4. For the purpose of this Article a full-time employee is defined as one whose regularly scheduled workweek is thirty (30) hours or more, and a part-time employee is defined as one whose regularly scheduled workweek is less than thirty (30) hours.
5. Retiring bargaining unit members who have participated in the District's dental insurance program for at least the five (5) years prior to their retirement may continue to participate in the District's dental insurance program. The retiree will be responsible for 100% of the cost of their dental insurance premium. To continue dental insurance coverage for a school year, the retiree must make payment in full for the annual dental insurance premium on or before July 15<sup>th</sup> of that school year. Once their dental insurance coverage has lapsed, a retiree will no longer be eligible to continue participation in the District's dental insurance program.

E. Retiree Health Insurance Benefit

Employees with at least ten (10) years of service to the South Kortright Central School District, who retire from the District under the New York State Employees' Retirement System or the New York State Teachers' Retirement System, and who are eligible to remain as members in the District's health insurance program, shall be entitled to continue membership in the District's health insurance program. Retirees who meet the above criteria may continue to be members of the District's health insurance program at a level of coverage equal to or reduced from their level of coverage at the time of their retirement. Payment for coverage will be based on the following schedule:

Full-time employees who retire after June 30, 1991:

1. Individual coverage – retirees will contribute towards the individual health insurance premium the same dollar amount that is contributed by members of the bargaining unit.
2. Spousal coverage – seventy percent (70%) of the dependent coverage to be paid by the District

Full time employees who retire after July 1, 2010:

1. Individual coverage – retirees will contribute towards the individual health insurance premium the same dollar amount that is contributed by members of the bargaining unit.
2. Spousal Coverage - The District will contribute fifty percent (50%) of the cost of the spousal health insurance premium plus an additional one percent (1%) for each year of service to the District, to a maximum of seventy percent (70%).

Part-time employees who were hired before July 1, 1991 and who retire after June 30, 1991:

1. Individual coverage – retirees will contribute towards the individual health insurance premium the same dollar amount that is contributed by members of the bargaining unit.
2. Spousal coverage –seventy percent (70%) of the dependent coverage to be paid by the District.

Part time employees who retire after July 1, 2010:

The District will contribute twenty-five percent (25%) of the cost of the spousal health insurance premium plus an additional two percent (2%) for each year of service to the District, to a maximum of seventy percent (70%).

Part-time employees hired after July 1, 1991:

1. Individual coverage – fifty percent (50%) to be paid by the District.
2. Dependent coverage – twenty-five percent (25%) of the dependent coverage to be paid by the District.

Effective June 1, 2014 all retirees and their spouses who are members of the District's group health insurance program and who are eligible to receive Medicare medical benefits will participate in CASEBP Medi-Gap Insurance to remain in the District's health insurance program.

Proof of Supplemental (Part B) Medicare Insurance must be submitted annually to the District. The District will reimburse the retirees described above for the cost of Supplemental (Part B) Medicare insurance. The spouses of these retirees must maintain Supplemental (Part B) Medicare Insurance at their own expense to remain in the District's health insurance program.

Spouses of deceased retirees may continue to participate in the District's health insurance program but will be responsible for one hundred percent (100%) of the cost of the insurance premium.

Members of the bargaining unit, who retire without penalty under the New York State Teachers' Retirement System or the New York State Employees' Retirement System, will be entitled to full retirement health insurance benefits as defined above. A reduced retirement health insurance benefit will be made available to members who have at least ten (10) years of full-time service or the equivalent to the District and who are eligible to retire under New York State Teacher's Retirement System (NYSTRS) or the New York State Employees Retirement System (NYSERS) guidelines. To receive reduced benefit, the member must be age fifty-five (55) or older. The District's contribution to the retiree's and the retiree's spouses health insurance premium will be reduced by three percent (3%) for every year or part thereof that the member is under one hundred percent (100%) of his or her pension factor.

This reduction will not apply to members who retire with a NYSTRS or NYSERS disability retirement benefit or to members who retire without benefit reductions under an early retirement incentive program.

Members will provide the District with a copy of their latest NYSTRS or NYSERS Benefit Profile at the time that they notify the District of their intent to retire.

#### F. Flexible Benefit Plan

The District shall participate in a Flexible Benefit Plan (I.R.S. Section 125). The administrative fees, assessed by the third party administrator, shall be shared equally by the individual and the District.

## ARTICLE VII – LEAVES

### A. Sick Leave

1. At the beginning of each school year, members of the bargaining unit will have fifteen (15) sick days added to their accumulated unused sick days carried over from the previous year. All twelve (12) month employees shall receive an additional three (3) days per year for a total of eighteen (18) days. The maximum number of accumulated unused sick days that a member can carry over into the next school year is two hundred and twenty (220) days.
2. If a member of the bargaining unit maintains a minimum of one hundred fifty (150) accumulated sick days in any semester an additional one hundred twenty-five dollars (\$125) (fifty dollars [\$50] for bus drivers), will be added to the employee's last paycheck for that semester.

Starting in the 2001-2002 school year, if a member of the bargaining unit maintains a minimum of one hundred fifty (150) accumulated sick days in any semester an additional one hundred twenty-five dollars (\$125), will be added to the employee's last paycheck for that semester.

3. Sick Leave Bank
  - a. There will be a Board of Directors in charge of executing all business of the Sick Leave Bank.
  - b. The Board of Directors will consist of two (2) members of the Association, and the District Treasurer and Administrator.
  - c. Unit members may join the Sick Leave Bank only at the beginning of the school year, from September 1 to October 1 or within thirty (30) calendar days after they have completed one (1) year of service to the District. Unit members can join the Sick Bank by completing an Enrollment Form (Appendix C) and presenting it to the Association President. The Association President will give copies to the District and Personnel Secretary who will keep a record of days in the Sick Bank. In order to be eligible to participate in the Bank, all employees must have completed one (1) full year of service and must contribute a minimum of two (2) days of accumulated sick leave. When such contribution is made, the employee's accumulated sick leave days will be reduced by two (2) days. A Sick Leave Bank Contribution Form will be given to all qualified employees not currently members of the Sick Bank during the first week of school.



- d. Once the Sick Leave Bank reaches one hundred fifty (150) days, no unit member who has been a member of the Sick Leave Bank for five (5) years or more shall contribute any more days unless the Bank falls below one hundred (100) days. New members will continue to contribute for five (5) years at the rate of two (2) days per year. Any days over one hundred fifty (150) will be returned to unit members in descending order to those who have contributed the largest number of days.
- e. All members of the bargaining unit who have contributed days to the Sick Leave Bank are equally eligible to participate in its benefits, regardless of the size of the contribution.
- f. Should the number of days in the Bank be depleted by a catastrophic illness, an opportunity will be provided for unit members to contribute additional days to replenish the Bank.
- g. If the employee does not want to be a part of the Sick Leave Bank, he/she must fill out a Sick Bank Refusal of Enrollment Form (Appendix C). Such election must take place within thirty (30) days after the unit member has completed one (1) year of service to the District.
- h. All Sick Leave Bank days contributed and used shall be full workdays.
- i. If a member of the Sick Leave Bank decides to drop membership in the Sick Leave Bank, or leave the District, those days they have already contributed may not be withdrawn.
- j. Participating members may only borrow days after their own sick leave time has been depleted.
- k. Only illnesses or injuries that are serious and prolonged will be considered as acceptable for Sick Leave Bank use. Therefore, an employee must be absent at least five (5) continuous days without pay to qualify. If approved, coverage for five (5) days will be effective, retroactive to the first day. Written application should be made to the Board of Directors as soon as reasonably possible before anticipated needs so as to expedite application processing. The Use Request Application Form (Appendix D) will be accompanied by supporting statement(s) from a physician (on physician letterhead) and other data establishing need. A medical doctor's certificate may be required at any time and the employee must continue under a doctor's care throughout the period of

illness or disability. The Board of Directors reserves the right to require a second opinion at any time.

- l. The Sick Leave Bank shall not be used for elective surgery which could be performed at a time when school is not in session.
- m. Withdrawal from the Sick Leave Bank will be limited to twenty-five (25) days. If a member's absence extends beyond the twenty-five (25) days, he/she may re-apply for additional time up to twenty-five (25) days more. The maximum number of days a unit member may receive over a five (5) year period shall be limited to one hundred (100) days.
- n. The Board of Directors must reach a decision on a member's application within five (5) days. All decisions are final.
- o. The decisions of the Board of Directors are final and binding on all parties and shall not be subject to the Grievance Procedure.
- p. When an employee is drawing paid time from the Sick Leave Bank, all benefits will continue to accrue in accordance with the employment contract.
- q. All days that remain in the Sick Leave Bank at the end of the year shall be carried over into the following school year.
- r. Any unit member who becomes eligible for disability retirement due to a permanent disability shall not be eligible to apply for, or use days in the Sick Leave Bank.
- s. If an employee is receiving any District sponsored Workers' Compensation Insurance benefit, the dollar amount per day for which the employee is eligible shall be forwarded to the District. The dollar amount shall be converted to a fraction of the person's regular daily pay and the Sick Leave Bank shall be charged one (1) day less this fraction. Any person failing to comply with the above shall be deemed ineligible to use days from the Sick Leave Bank.

If a unit member is out on a Worker's Compensation claim, and uses both his/her own accumulated sick days from the Sick Bank, then if sick days are given back from Worker's Compensation, days used will be converted to a percentage and the pay back of days shall be in the same percentage.

- i.e. 90% of member's sick time used  
10% from the sick bank

Upon payment from Worker's Compensation

90% of returned days are credited to the member  
10% will be returned to the sick bank

- t. Any changes in the rules must be jointly agreed upon by the Association and the Board of Education after submission by the Sick Leave Bank Board of Directors.

#### 4. Sick Day Buy-Back

To be eligible for the Sick Day Buy-Back an employee must have worked in the District for ten (10) years.

Effective July 1, 2013, eligible employees, upon retirement, shall be paid for each unused sick day as follows: first 100 days - \$15, 101-220 days - \$20. Effective July 1, 2015, the amounts will increase to: first 100 days - \$20, 101-220 days - \$25. For the purpose of this Article, there shall be a cap of two hundred twenty (220) days.

Payment will be made no later than January 15 of the next fiscal year immediately following the date of retirement.

#### B. Family Leave

1. Each member of the bargaining unit shall be allowed five (5) days of leave per school year of his/her own accumulated sick leave because of illness in the immediate family.
2. Each member of the bargaining unit shall be allowed up to five (5) days of leave for each death in the immediate family. This leave is in addition to sick leave and is not subtracted from it. Where reasonable and necessary, additional leave for death in the immediate family may be granted by the approval of the Board of Education.
3. The immediate family shall be defined to include spouse, parents, or guardians who assumed major responsibility for raising the employee, children, grandparents, mother-in-law, father-in-law, grandchildren, brothers, sisters, brother-in-law, sister-in-law, or any members of the bargaining unit member's own household for whom he/she is directly responsible; or at the sole, non-precedent setting discretion of the Superintendent, other persons in equivalent relationships to the member who do not meet the legal definition of the aforementioned relatives

### C. Jury Duty

An employee serving on jury duty shall be excused for the duration of such duty, and shall receive full pay while performing jury duty. The employee must notify his/her supervisor when notice of jury duty is received, and the subsequent days when the employee must report for jury duty. The employee must report to work if there are at least two (2) hours available between normal reporting time and time to report to jury duty. Whenever the Court releases the employee for the day, he/she must report to work if there are at least two (2) hours available in his/her normally scheduled hours of work. Any and all payments, less mileage and expense payments, received by the employee for jury duty, shall be endorsed to the favor of South Kortright Central School District, within five (5) calendar days of receipt.

If an employee working the night shift is called for jury duty and is selected to serve, they shall not have to report to work for their PM shift. If a night shift employee is summoned but not selected to serve they must report for work within two (2) hours of their normal work shift unless excused for a longer time by the Superintendent.

## ARTICLE VIII – PERSONAL BUSINESS

- A. Each ten (10) month employee shall be allowed three (3) days leave per school year for personal business. Twelve (12) month employees shall be allowed four (4) personal days per school year.
- B. Such personal leave shall be requested in writing at least twenty-four (24) hours in advance, if possible. The approval of the Superintendent shall be required, but such approval shall be based upon staffing needs only.
- C. Personal leave is granted exclusively for employees who have important and pressing obligations of a personal nature that cannot be scheduled for times other than when school is in session. Personal days may not be used for vacation, recreation or working at a second occupation.
- D. Approved absences from work within this provision shall be charged against the employee's allowable personal leave in the following way:
  - 1. One (1) period or less: Every fourth (4th) time = One-half (.5) day deduction
  - 2. Two (2), three (3) or four (4) periods: = One-half (.5) day deduction
  - 3. More than four (4) periods: = One (1) full day deduction
- E. Personal leave that is unused at the end of the school year shall be converted to sick leave.

## **ARTICLE IX – SENIORITY**

- A. When layoffs, promotions and transfers are being considered, selection shall be based on several factors including seniority, competency, productivity and cooperation. All other factors being equal, seniority will be determining.
- B. Laid off employees shall be called back in order of seniority within their own job area, and will be given preference in filling positions in other areas if they meet the qualifications. After four (4) years from the last date of the employee's termination (layoff) (seven [7] years for licensed teaching assistants), the Board holds no obligation to the employee for the seniority rights of re-employment or preferential consideration.

## **ARTICLE X – SUBSTITUTES**

Substitutes for absent members of the bargaining unit will be obtained from a list approved by the Superintendent when possible or when he/she deems it necessary.

## **ARTICLE XI – RETIREMENT**

The members of the bargaining unit of the South Kortright Central School District will be provided with the benefits of the New York State Teachers' Retirement System (NYSTRS) or the benefits of the New York State Employees' Retirement System (NYSERS).

## **ARTICLE XII – VACATION**

- A. All newly hired twelve (12) month employees shall accrue vacation time at a rate of one (1) day per month to a maximum of ten (10) days per year.
- B. All twelve (12) month employees, following their first full year of work, will be given ten (10) vacation days per year, with one (1) additional day of vacation added each year of employment after the sixth (6th) year, through fifteen (15) years (twenty [20] vacation days).
- C. All vacation requests must have the approval of the Superintendent and the immediate supervisor. For vacation time of one (1) week or more in duration, requests must be submitted in writing at least two (2) weeks prior to the time requested. For use of vacation time of shorter duration, one (1) week notification is required. In case of conflict, seniority shall be determining.

Twelve (12) month employees are expected to schedule their vacation time for days when school is not in session except for mechanics who may take vacation at any time during the year. Except in cases where extenuating circumstances exist, employees may not take three or more consecutive vacation days off when school is in session.

- D. Paid vacations are given to all ten (10) month employees during the two hundred (200) days of employment. These consist of regular school vacations when school is not in session. During scheduled conference days all ten (10) month employees of the unit will report to work with the exception of the bus drivers who will report at the school for one-half (.5) day when notified by the Superintendent that the program agenda pertains to them.
- E. In addition to earned vacation, the following legal holidays shall be regarded as paid holidays for all members of the bargaining unit:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
*Lincoln's or Washington's Birthday	Veteran's Day
Good Friday	*Wednesday before Thanksgiving Day
*Friday prior to Memorial Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Fourth of July	Christmas Eve and Christmas Day

Should the Fourth of July fall on a Saturday, Friday shall be given as the day off. Should it fall on a Sunday, Monday shall be given as the day off.

\*If School is not in session.

- F. Should any of the above-mentioned paid holidays fall on a Saturday, employees will be given the preceding Friday off. Should any of the above-mentioned paid holidays fall on a Sunday, employees will be given the following Monday off. If Christmas Eve falls on a Friday, employees will have the following Monday off for Christmas as a paid holiday.
- G. No unit member shall be required to work on unused snow days, which are used as school vacation days.
- H. **Vacation Sell Back**  
If the bus mechanic/cleaner/driver, the head mechanic/driver, cafeteria manager, head custodian or the assistant building maintenance mechanic is unable to take vacation time due to work load demands, he/she will be given the opportunity to sell up to five (5) days of vacation per year back to the District at his/her existing pay rate. The employee must notify the Superintendent on or before April 1 of the intention to sell back unused vacation time and demonstrate that he/she is unable to use the vacation time because of work load demands. Selling back of unused vacation time will be subject to recommendation of the Superintendent and approval of the Board of Education.

### **ARTICLE XIII – SUBCONTRACTING**

The District shall have the right to subcontract for services where neither bargaining unit members nor the BOCES are qualified or able to perform required services.

### **ARTICLE XIV – VACANCIES**

- A. If a vacancy occurs within the bargaining unit, it shall be posted in the main Office and a copy of this posting will be given to the Association president. Vacancies will be communicated to all members of the bargaining unit as far in advance as is reasonably possible before the position is filled. Members will be notified of vacancies during the summer months if the member leaves self-addressed envelopes in the Main Office, for notification.
- B. Unit members applying for vacancies shall be guaranteed an interview.
- C. Any full-time position that becomes available shall be offered to qualified part-time employees on a seniority basis.

### **ARTICLE XV – JOB SECURITY**

- A. No permanently appointed member of the bargaining unit shall be dismissed without just cause.
- B. Nothing in this provision shall be construed as abridging the right of any bargaining unit member or the District from utilizing his/her or their rights under the appropriate Section of the Civil Service Law of the State of New York or other New York State Law or Regulation as appropriate.

### **ARTICLE XVI – GRIEVANCE PROCEDURE**

- A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and the members of this bargaining unit is essential to the operation of the School District, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances through procedures under which members of the recognized unit and/or the Association may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and the members of the bargaining unit are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the Courts.

B. Definitions

1. A Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations or policies which relate to or involve a member of the bargaining unit in the exercise of the duties assigned to him/her.
2. Aggrieved Party shall mean the Association and/or any persons or group of persons in the negotiating unit filing a grievance.
3. Immediate Supervisor shall mean the person to whom the aggrieved party is directly responsible in the action from which the grievance develops.
4. The Chief Administrator shall mean the Superintendent of the District.
5. A Representative or Designee shall mean any persons or group of persons designated by the aggrieved party to act as his/her counsel on his/her behalf.

C. Stages of Grievance

Stage I – Informal

The aggrieved party or his/her representative shall present his/her grievance and declare it as such to the grievant's immediate supervisor, not more than fifteen (15) working days after the date on which the alleged violations occurred. A working day shall be defined as any day during the school year when school is in session, or any day during the summer recess when the school office is open and the Superintendent is available.

Any grievance submitted after fifteen (15) working days from the date on which the alleged violation occurred shall be deemed waived and the employee and/or the Association shall be barred from pursuing the issues of the grievance or remedies from the alleged violations.

The immediate supervisor shall discuss with the aggrieved party and his/her representative the factors and remedies sought on any grievance filed within the appropriate time as stated above, and render his/her determination within five (5) working days after the presentation of the grievance. If the determination by the immediate supervisor is not acceptable to the grievant, and the grievance was timely filed, the aggrieved party may appeal to the next Stage of this grievance procedure.

Stage II – Formal

Note: When the immediate supervisor is the Chief Administrator Stage II may be passed by common consent of the aggrieved party and the Chief Administrator.



1. Within five (5) working days of the previous determination, the aggrieved party or his/her representative may make a written request to the Chief Administrator for review and determination.
2. The Chief Administrator shall immediately notify the aggrieved party, immediate supervisor and any other involved person to submit written statements to him/her within five (5) working days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.
3. An informal hearing, time and place to be set by the Chief Administrator with the consent of the aggrieved party or his/her representative, will be held within five (5) working days of receipt of the written statements pursuant to Paragraph 2, at which time such parties may appear and present oral and written statements supplementing their position in the case.
4. The Chief Administrator or his/her designee shall render his/her determination within ten (10) working days after the written statements pursuant to Paragraph 2 have been presented to him/her.
5. If the grievance is not satisfactorily resolved at this Stage, the aggrieved party may move on to the Board Stage.

#### Stage III – Board

1. The aggrieved party or his/her representative may, within five (5) working days of the determination by the Chief Administrator or his/her designee, make written request to the Board for review and determination.
2. All written statements and records of the case shall be submitted to the President of the Board by the aggrieved party and the Chief Administrator.
3. The Board shall hold a hearing to obtain further information regarding the case and shall render their final determination within ten (10) working days after receiving the request for review. The hearing shall be private unless both parties agree to its being public.
4. If the grievance is not resolved at this Stage, the aggrieved party may proceed to the Arbitration Stage.

#### Stage IV – Arbitration

1. The aggrieved party or his/her representative may, within ten (10) working days of the Board determination, request in writing for binding Arbitration. Such request must be made to the Board of Education.

2. Within five (5) working days after such written notice of submission to Arbitration, the Board and the aggrieved party or his/her representative will agree upon a mutually acceptable Arbitrator competent in the area of grievance to serve. This Arbitrator will be obtained from the American Arbitration Association and then proceedings will be governed by its rules.
3. The selected Arbitrator will hear the matter promptly and will issue his/her decision no later than fourteen (14) calendar days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to him/her. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
4. The Arbitrator shall not have power or authority to make any decisions which requires the commission of an act prohibited by Law or which is in violation of the terms of this Agreement.
5. The decision of the Arbitrator shall be final and binding upon all parties in matters related to this Agreement and will be advisory in all other matters.
6. The costs of the services of the Arbitrator will be borne equally by the Board and the aggrieved party.
7. The Executive Committee of the Support Group shall determine if a grievance at Stage IV is meritorious. The Executive Committee alone shall determine if a grievance is to proceed to Arbitration. The Executive Committee of the Support Group shall consist of its current elected officers.

D. Time Limits

1. The time limit specified for each party may be extended only by mutual agreement.
2. If a decision at one Stage is not appealed to the next Stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
3. If a decision is not communicated to the aggrieved party or his/her representative within the specified time limit, the aggrieved party or his/her representative may proceed immediately to the next Stage of the procedure within the time limit which would have been allotted had the decision been communicated by the final day.
4. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, and the aggrieved party is a ten (10) month employee, the time limits set forth herein will be reduced pro rata so that the grievance

procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.

#### **ARTICLE XVII – EMERGENCY CLOSINGS**

When school is closed because of bad weather, hazardous road conditions, or for other emergencies, all custodians, mechanics and the guidance secretary/administrative aide of this bargaining unit shall be expected to report to work as soon as reasonable or possible under the conditions. Such employees may be excused from work after having worked the equivalent of one-half (.5) day and having completed work necessary for safe and efficient operation of the school and to provide for its reopening.

#### **ARTICLE XVIII – TUITION WAIVER**

A tuition waiver shall be granted for legally dependent children living in the households of members of the Association who reside outside the District. Other children living in these households will be considered for a tuition waiver on a case-by-case basis by the Board of Education and its decision will not be precedent setting.

#### **ARTICLE XIX – DURATION OF THE AGREEMENT**

This Agreement shall be effective as of July 1, 2013 and shall continue in effect through June 30, 2016.

For the Association:

*Tammy Smith - CO pres.*  
*Penny Seabold - Co Pres.*

Dated: 1/13/15

For the Board of Education:

*Patricia Norton-White*

Dated: 1/13/15

**APPENDIX A**

**DESIGNATION AND PAYROLL  
DEDUCTION AUTHORIZATION FORM**

Social Security Number \_\_\_\_\_

Name - Last, First \_\_\_\_\_

District Name \_\_\_\_\_

Association Name \_\_\_\_\_

To The Board Of Education:

I hereby authorize you according to arrangements agreed upon with the above Association, to deduct from my salary and transmit to said Association, dues as certified by said Association. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this School System, or until revoked by me in writing.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

## APPENDIX B

### SOUTH KORTRIGHT CENTRAL SCHOOL DISTRICT RETIREMENT BENEFIT FORM

The following benefits are currently provided to employees upon retirement.

Employee's Name: \_\_\_\_\_

\_\_\_\_\_ Letter of retirement on file

#### HEALTH INSURANCE COVERAGE - (Check One)

\_\_\_\_\_ Individual \_\_\_\_\_ Family

Health insurance premium for South Kortright Central School Educational Support Personnel Association:

Individual - \_\_\_\_\_ of the premium paid by the District

Family - \_\_\_\_\_ of the premium paid by the District

\_\_\_\_\_ premium = \_\_\_\_\_ per month

(Reflects \_\_\_\_\_% of the difference in premium between Family minus Individual)

The cost of insurance may change from year to year due to increase in premiums cost to the District.

#### RETIREMENT INCENTIVE

This Incentive will be paid to eligible members no later than January 15 of the school fiscal year immediately following the date of the retirement.

\_\_\_\_\_ Cash payment of \$ \_\_\_\_\_ Total Retirement Incentive = \$ \_\_\_\_\_

#### SICK DAY BUY-BACK

\_\_\_\_\_ Sick Days (Maximum of 220) at \$ \_\_\_\_\_ per day = \$ \_\_\_\_\_

I have received the above information and agree with its contents.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
District

\_\_\_\_\_  
Date

## APPENDIX C

### **SOUTH KORTRIGHT EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION SICK LEAVE BANK ENROLLMENT FORM**

I have been informed of my right to join the Sick Leave Bank in accordance with the guidelines as outlined in the Sick Leave Bank Memorandum.

☐ I CHOOSE TO JOIN THE SICK LEAVE BANK  
AND DONATE \_\_\_\_\_ DAYS (MINIMUM OF 2 REQUIRED)

☐ I CHOOSE NOT TO JOIN THE SICK LEAVE BANK

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX D**

### **SOUTH KORTRIGHT EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION SICK LEAVE BANK USE REQUEST FORM**

I request \_\_\_\_\_ days from the Sick Leave Bank. I have enclosed the required supporting statement from my physician on the physician's letterhead.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date